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14 William Meadows

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17 SOUTHERN DIVISION

18 William Meadows,

19 Plaintiff,

20 vs.

21 Consumer Portfolio Services, Inc.,

22 Defendant.
23
24
25
26
27
28

Case No.:

COMPLAINT FOR DAMAGES

FOR VIOLATIONS OF:

**1. THE TELEPHONE CONSUMER
PROTECTION ACT**

JURY TRIAL DEMANDED

1 Plaintiff, William Meadows (hereafter “Plaintiff”), by undersigned counsel,
2 brings the following complaint against Consumer Portfolio Services, Inc. (hereafter
3 “Defendant”) and alleges as follows:
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s repeated violations of the
7 Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”).
8

9 2. Jurisdiction of this Court arises under 47 U.S.C. § 227(b)(3) and 28
10 U.S.C. § 1331.
11

12 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where
13 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or
14 where Defendant transacts business in this district.
15

16 **PARTIES**

17 4. Plaintiff is an adult individual residing in Albuquerque, New Mexico, and
18 is a “person” as defined by 47 U.S.C. § 153(39).
19

20 5. Defendant is a business entity located in Irvine, California, and is a
21 “person” as the term is defined by 47 U.S.C. § 153(39).
22

23 **ALLEGATIONS APPLICABLE TO ALL COUNTS**

24 6. At all times mentioned herein where Defendant communicated with any
25 person via telephone, such communication was done via Defendant’s agent,
26 representative or employee.
27
28

1 7. At all times mentioned herein, Plaintiff utilized a cellular telephone
2 service and was assigned the following telephone number: 505-XXX-1157 (hereafter
3 “Number”).
4

5 8. Within the past four years, Defendant placed calls to Plaintiff’s Number
6 in its efforts to service an auto loan on behalf of an original creditor.
7

8 9. The aforementioned calls were placed using an automatic telephone
9 dialing system (“ATDS”) and/or by using an artificial or prerecorded voice
10 (“Robocalls”).
11

12 10. When Plaintiff answered Defendant’s calls, he either hears a prerecorded
13 message requesting a call back, or hears a significant period of silence before a live
14 representative comes on the line.
15

16 11. On or about December 7, 2015, during a live conversation, Plaintiff
17 requested that Defendant cease all calls to his Number.
18

19 12. Shortly thereafter, Plaintiff received a letter from Defendant dated
20 December 7, 2015, wherein Defendant confirms Plaintiff’s verbal cease and desist
21 request and states, “The request will expire in thirty (30) days unless confirmed by
22 you in writing.”
23

24 13. Defendant statement regarding an expiration of Plaintiff’s cease and
25 desist request is a misstatement of the law governing the TCPA, which allows
26 consumers to revoke consent by any reasonable means.
27
28

1 20. Defendant called Plaintiff's Number using an ATDS and/or Robocalls
2 without Plaintiff's consent in that Defendant either never had Plaintiff's prior express
3 consent to do so or such consent was effectively revoked when Plaintiff requested that
4 Defendant cease all further calls.
5

6 21. Defendant continued to willfully call Plaintiff's Number using an ATDS
7 and/or Robocalls knowing that it lacked the requisite consent to do so in violation of
8 the TCPA.
9

10 22. Plaintiff was harmed and suffered damages as a result of Defendant's
11 actions.
12

13 23. The TCPA creates a private right of action against persons who violate
14 the Act. *See* 47 U.S.C. § 227(b)(3).
15

16 24. As a result of each call made in violation of the TCPA, Plaintiff is
17 entitled to an award of \$500.00 in statutory damages.
18

19 25. As a result of each call made knowingly and/or willingly in violation of
20 the TCPA, Plaintiff may be entitled to an award of treble damages.
21

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment against Defendant for:
24

25 A. Statutory damages of \$500.00 for each call determined to be in violation
26 of the TCPA pursuant to 47 U.S.C. § 227(b)(3);
27
28

1 B. Treble damages for each violation determined to be willful and/or

2 knowing under the TCPA pursuant to 47 U.S.C. § 227(b)(3);

3
4 C. Punitive damages; and

5 D. Such other and further relief as may be just and proper.

6
7 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

8
9
10 DATED: April 5, 2018

TRINETTE G. KENT

11 By: /s/ Trinette G. Kent

12 Trinette G. Kent, Esq.

13 Lemberg Law, LLC

14 Attorney for Plaintiff, William Meadows